

CITY OF LINCOLN/LANCASTER COUNTY  
**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO.06-069**  
**ANNUAL REQUIREMENTS FOR**  
**LANDSCAPE MAINTENANCE SERVICES**  
**N. 27<sup>TH</sup> STREET BEING P STREET TO POTTER STREET**

**DATE:** May 1, 2006

**CONTRACT PERIOD:** May 1,2006 thru Mar. 15, 2007

**CONTRACTOR:** Campbell's Nursery  
7000 South 56<sup>th</sup>  
Lincoln, NE 68516

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**COMPANY REPRESENTATIVE:** Andrew Campbell  
**TELEPHONE NO:** 402-423-4556  
**FAX No.:** 402-423-9653  
**E-MAIL ADDRESS:** ajc@campbellsnursery.com

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**As Per Bid and Spec No. 06-069**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #076153  
Dated: 04/28/06

**LANDSCAPE MAINTENANCE SERVICES AGREEMENT  
FOR  
NORTH 27th STREET - P STREET TO POTTER STREET**

**THIS AGREEMENT**, made this 4<sup>th</sup> day of April, 2006 by and between Campbell's Nursery, 7000 South 56<sup>th</sup> Street, Lincoln, NE 68516, hereinafter referred to as Contractor and the City of Lincoln, Nebraska, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City wishes to engage a Contractor in accordance with terms and conditions herein to provide landscape maintenance services for the City at the designated location(s);

NOW, THEREFORE, WITNESSETH, that the parties hereto mutually agree as follows:

**1. TERM**

The Contractor hereby agrees to perform center medians landscape maintenance services as hereinafter set forth during the term of the Agreement beginning with date of executed agreement, through March 15, 2007, with option to renew for one (1) additional one-year term upon providing thirty (30) days written notice to Contractor prior to expiration of the Agreement.

**2. RATES**

- 2.1 The Contractor agrees to provide services in accordance with this Agreement at the lump sum prices and hourly rates set forth in the Contractor's Bid Proposal, attached hereto and incorporated herein.
- 2.2 The Contractor further agrees that the lump sum prices and hourly rates set forth in their submitted Bid Proposal shall remain in effect during the term of this Agreement.

**3. MAINTENANCE REQUIREMENTS**

- 3.1 Landscaped center median areas from curb to curb, including planted areas and mowing strip adjacent to planted areas, and beautification areas within the public right-of-way will receive scheduled maintenance and inspections by the Contractor as stipulated in this Agreement and in **APPENDIX 2, APPENDIX 3**, attached here to and incorporated herein (Landscape Plans available at Parks and Recreation, 441-8248).
- 3.2 **ANNUAL SPRING MAINTENANCE** (completed during March - April of the year)
  - 3.2.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 2**.
  - 3.2.2 Rake out and remove dead leaves and litter from designated landscaped areas.
  - 3.2.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over mowstrips need to be pruned back to the **inside back edge** of mowstrips).
  - 3.2.4 Re-establish wood chip mulch edge of landscaped areas next to back of mowstrips (i.e. any spillage of wood chips onto top of curbs needs to be removed and a "V" groove edge established by machine next to back of mowstrips to allow wood chip mulch to settle into groove to a height no greater than top of mowstrips).
  - 3.2.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others).
  - 3.2.6 Apply wood chip mulch to landscaped areas, three inches (3") thick minimum.
  - 3.2.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 2**.
  - 3.2.8 Removal of all debris from designated landscape maintenance areas.
  - 3.2.9 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas, back of sidewalk to back of sidewalk.
- 3.3 **MONTHLY MAINTENANCE**
  - 3.3.1 Removal of plant material **not** included in **APPENDIX 2** from planted areas and paved areas adjacent to planted areas of the median(s), from back of sidewalk to

- back of sidewalk.
- 3.3.2 Removal of volunteer trees; removal and/or treatment of weedy grasses and weedy broad leaves from the planted areas and paved areas adjacent to planted areas of the median(s), back of sidewalk to back of sidewalk.
- 3.3.3 Removal of litter and debris from the planted and paved areas from back of sidewalk to back of sidewalk on a weekly basis.
- 3.3.4 All weedy grasses and weedy broad leaves chemically treated must be removed within two (2) weeks of application.

3.4 **ANNUAL FALL MAINTENANCE** (completed during September 1st - October 1st of the year)

- 3.4.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 2**.
- 3.4.2 Rake out and remove dead leaves and litter from designated landscaped areas.
- 3.4.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over mowstrips need to be pruned back to the **inside back edge** of mowstrips).
- 3.4.4 Re-establish wood chip mulch edge of landscaped areas next to back of mowstrips (i.e. any spillage of wood chips onto top of mowstrips needs to be removed and a "V" groove edge established by machine next to back of mowstrips to allow wood chip mulch to settle into groove to a height no greater than top of mowstrips).
- 3.4.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others).
- 3.4.6 Apply wood chip mulch to landscaped areas, two inches (2") thick minimum.
- 3.4.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 2**.
- 3.4.8 Removal of all debris from designated landscape maintenance areas.
- 3.4.9 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas, back of sidewalk to back of sidewalk.

3.5 **IRRIGATION SYSTEM ANNUAL SPRING START UP** (Performed by the 4<sup>th</sup> week fo April)

- 3.5.1 Activate irrigation system.
- 3.5.2 Flush out the entire system to clear of debris.
- 3.5.3 Operate and observe the entire system and check for clogged nozzles and emitters. Remove any calcium buildup that may have occurred over the previous season.
- 3.5.4 Identify broken or damaged nozzles, heads and emitters, if any.
- 3.5.5 Inspect for leaking valves and identify those which need repair.
- 3.5.6 Check the controller for each station in the system(s). Replace batteries annually.
- 3.5.7 Update wireless valve programmer. Replace batteries annually.
- 3.5.8 Inventory broken and damaged systems, if any. Provide itemized list and cost estimate for repairs. Submit to Dave Bomberger at the Parks Office 441-6051.
- 3.5.9 Program sprinkler system operating schedule. Hours of operation to occur between 2:00 a.m and 5:00 a.m.

3.6 **IRRIGATION SYSTEM WINTERIZATION** (Performed by the last week of October or before freezing temperatures.)

- 3.6.1 Turn off water supply to the irrigation system, this includes turning off the main shut off valve(s).
- 3.6.2 Automatic systems need to have the controller (timer) shut down.
- 3.6.3 Backflow preventers need to be removed where applicable.
- 3.6.4 All water needs to be removed from the pipes and sprinklers.
- 3.6.5 Blow-out the irrigation system. Allow air to run until all the water is blown out and only air is exiting through the sprinkler heads and turn off the valve. Continue process onto the next valve until all valve circuits have been blown out. **NOTE:**

- Never turn off all of the valves while the air compressor is running.
- 3.6.6 Once all valves have been blown out, repeat the process beginning with the first valve.
- 3.6.7 Turn the automatic controller onto "rain mode" or turn off when blowing out the system has finished. Install threaded caps over the open ends of the Backflow preventer risers, anti-siphon valve risers, and any blow out fittings until spring.

### 3.7 **IRRIGATION SYSTEM MONTHLY MAINTENANCE**

- 3.7.1 Contractor shall consistently maintain all components of the irrigation system in proper working order, as per manufacturer's specifications, by inspecting the entire system on an ongoing basis.
- 3.7.2 Spray heads, drip lines and quick couplers shall be checked on an ongoing basis such that the entire system is checked each month. Malfunctioning systems will be corrected immediately. Methods of detection include: visual sightings of water on hardscape and property, soil probing, meter monitoring and specific line observations.
- 3.7.3 Weekly or bimonthly reprogramming of the irrigation controller may occur at the request of the City. All run times should take into account valve precipitation rates, soil conditions, microclimate conditions, and consideration of slope. Before scheduling run times the site should be walked and planted areas inspected to observe plant stress and health. Soil moisture levels should be inspected through planted areas, and appropriate adjustments made to the irrigation schedule.
- 3.7.4 Irrigation scheduling will be performed to encourage deep roots, including deep watering through use of multiple repeat cycles. Soil probing shall be used to determine soil moisture depth, overall moisture levels and the need to adjust irrigation schedules. Soils will be allowed to dry to a 50% moisture depletion level between irrigation in order to avoid root-rot and allow adequate air to be present in the soil.
- 3.7.5 Monthly activation of all irrigation valves. Each valve should be operated individual to inspect for and correct the following conditions: misaligned irrigation heads, clogged or obstructed heads, missing or vandalized heads, low-head drainage conditions, overspray onto hardscaped areas, poor coverage or uniformity, stuck valves, and broken risers, laterals or mains. Contractor shall list and report all irrigation system damages to the City of Lincoln Parks Department, Dave Bomberger at 441-6051 with a cost estimate of repair/replacement.
- 3.7.6 Irrigation system pressure shall be checked and adjusted at least monthly to insure efficient operation of irrigation system.
- 3.7.7 Irrigation scheduling will be coordinated with all other maintenance activities.

### 3.8 **LANDSCAPE MAINTENANCE INSPECTION REPORT**

- 3.8.1 Walk through inspections of the landscape maintenance areas will be required of the Contractor on the first and third Tuesday of each month upon request of the City's Representative.
- 3.8.2 Contractor shall complete and submit Landscape Maintenance Inspection Report (see **APPENDIX 3**) within two (2) days from date of inspection to:
  - City of Lincoln Parks and Recreation Dept
  - Planning Department Attn: Dave Bomberger
  - 2740 'A' Street
  - Lincoln, NE 68502
- 3.8.3 Such reports may also be faxed to 441-7813.

### 3.9 **PESTICIDE APPLICATION**

- 3.9.1 Pesticide applications will only be done by Contractor if alternative treatment methods are not effective or if tolerable insect/disease thresholds have been exceeded and chemical treatment is necessary to prevent permanent damage or death of plant materials.
- 3.9.2 Any proposed pesticide application(s) must be approved by the City before being

done by the Contractor.

**4. ADDITIONAL SERVICES**

- 4.1 The addition and/or replacement of plant materials (i.e. trees, shrubs, perennials and turf) may be requested of the contractor by the City of Lincoln Parks Department. Any cost associated with the installation of additional plant material, including labor and establishment period maintenance shall be submitted to the City of Lincoln Parks Department, Mark Canney 441-8248 prior to installation.
- 4.2 Any plant material replaced shall include a one year warranty. This includes trees, shrubs and perennials.
- 4.3 Additional plant material installed by the contractor shall comply with the City of Lincoln installation standards and requirements and **SPECIAL PROVISIONS**.
- 4.4 Payment for additional services shall be consistent with the procedure(s) outlined in item 7 (**BASIS OF PAYMENT**).

**5. TERMINATION**

- 5.1 The City reserves the right to terminate this agreement for cause at any time during the term of the Agreement upon default of the Contractor in providing landscape maintenance services in accordance with the terms and conditions contained herein.
- 5.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.
- 5.3 The City reserves the right to terminate this agreement in the event that the City does not appropriate sufficient funds for the continuation of the agreement into the succeeding fiscal year.

**6. INSURANCE**

The Contractor shall provide insurance in accordance with the City of Lincoln's standard insurance clause to be used for all City contracts/agreements which is hereby made a part of this agreement.

**7. INDEMNIFICATION**

- 7.1 The Contractor agrees to indemnify and hold harmless and defend the City and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.
- 7.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

**8. NON-DISCRIMINATION**

- 8.1 The parties agree that in connection with the carrying out of this agreement the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 8.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- 8.3 Any breach of this provision of the Agreement shall be regarded as a material breach.

**9. DRUG FREE WORKPLACE**

- 9.1 The Contractor agrees that in the performance of this Agreement, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement.
- 9.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.

10. **INDEPENDENT CONTRACTOR**

The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

11. **INVOICES**

- 11.1 All invoices for landscape maintenance services performed pursuant to this Agreement shall be submitted to the City of Lincoln Parks & Recreation Department, Planning Department, Attn: Dave Bomberger.
- 11.2 Invoices shall be submitted according to the guidelines outlined in the **SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES** item No. 7. **BASIS FOR PAYMENT**
- 11.3 The Contractor's invoices shall include the job site location, date of work done, and a fully itemized list of landscape maintenance services performed.

12. **ASSIGNMENT**

This Agreement shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

13. **GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this 28<sup>th</sup> day of April, 2006.

City of Lincoln, Nebraska

Attest

John E. Ross  
City Clerk



Contractor

Campbells Nurseries  
Company Name

7000 S. 56th Street  
Street Address

LINCOLN Ne 68516  
City State Zip Code

(402) 423-4556  
Telephone Number(s)

Celestine J. Sung  
Mayor

By:

Richard B. Campbell  
Name (Print)

Richard B. Campbell  
Signature

President  
Title

**Contractor Name**  
**Contractor Address**  
**Contractor Phone Number**

### Job Site Location

**Billing Period/Quarter**


**List of charges as established by contract**

[illegible]

**APPENDIX 2**  
**NORTH 27th STREET - P STREET TO POTTER**  
**PLANT LIST**

PLANT LIST	MAINTENANCE CONSIDERATIONS
Cimmaron Green Ash ( <i>Fraxinus pennsylvanica</i> 'Cimmaron')	Prune broken, twisted, multidirectional branches and suckers.
Sugartyme crabapple ( <i>Malus x 'Sugartyme'</i> )	Prune broken, twisted, multidirectional branches and suckers.
Calgary Carpet Juniper ( <i>Juniperus sabine</i> 'Calgary Carpet')	Prune broken, twisted, damaged multidirectional or dead branches.
Purple Pavement Shrubrose ( <i>Rosa</i> 'Purple Pavement')	Prune to 12" in the spring; maintain to 30"
White Pavement Shrubrose ( <i>Rosa</i> 'White Pavement')	prune to 12" in the spring; maintain to 30"
Fritschiana Spirea ( <i>Spirea x fritschiana</i> )	Cut back in Spring to 6".
Hancock Coralberry ( <i>Symphoricarpos x 'Hancocki'</i> )	Cut back in Spring to 6".
Paprika Yarrow ( <i>Achillea x 'Paprika'</i> )	Cut back to ground in spring; cut back after finished blooming in summer.
Red Miscanthus ( <i>Miscanthus sinensis</i> 'atropurpurea')	Cut back to the ground in Spring.
Walker's Low Catmint ( <i>Nepeta x 'Walker's Low'</i> )	Cut back in Spring/Cut back to 4" in July.
Goldsturm Rudbeckia ( <i>Rudbeckia x 'Goldsturm'</i> )	Cut back to the ground in Spring.
The Blues Bluestem ( <i>Schizachrium scoparium</i> 'The Blues')	Cut back to the ground in Spring.
Russian Sage ( <i>Perovskia atriplicifolia</i> )	Cut back to the ground in the Fall.
Woods Purple Aster ( <i>Aster</i> 'Woods Purple')	Cut back in Spring.

**NOTE: Any perennial or shrub that exceeds 30" must be pruned back regardless of time of year. This does not include ornamental grasses or trees.**



## APPENDIX 3

### N. 27<sup>TH</sup> STREET LANDSCAPE MAINTENANCE INSPECTION REPORT

DATE:

PREPARER'S NAME (PRINT):

COMPANY NAME:

SIGNATURE:

LOCATION OF INSPECTION:

TELEPHONE:

*Note: Please circle best response to questions.*

1. Current growing condition of plant materials?      Dormant      Bud Stage      Active Growth

2. Current health condition of plant materials

Cimmaron Ash ( <i>Fraxinus pennsylvanica</i> 'Cimmaron')	POOR	FAIR	GOOD	EXCELLENT
Sugartyme Crabapple ( <i>Malus</i> 'Sugartyme')	POOR	FAIR	GOOD	XCELLENT
Calgary Carpet Juniper ( <i>Juniperus chinensis</i> 'Calgary Carpet')	POOR	FAIR	GOOD	EXCELLENT
Purple Pavement Shrubrose ( <i>Rosa Purple Pavement</i> )	POOR	FAIR	GOOD	EXCELLENT
White Pavement Shrubrose ( <i>Rosa White Pavement</i> )	POOR	FAIR	GOOD	EXCELLENT
Fritschiana Spirea ( <i>Spirea x fritschiana</i> )	POOR	FAIR	GOOD	EXCELLENT
Hancock Coralberry ( <i>Symphoricarpos x chenaulti</i> 'Hancock')	POOR	FAIR	GOOD	EXCELLENT
Paprika Yarrow ( <i>Achillea</i> 'Papricka')	POOR	FAIR	GOOD	EXCELLENT
Red Miscanthus ( <i>Miscanthus sinensis</i> 'atropurpurea')	POOR	FAIR	GOOD	EXCELLENT
Walker's Low Catmint ( <i>Nepeta x 'Walker's Low'</i> )	POOR	FAIR	GOOD	EXCELLENT
Red Miscanthus ( <i>Miscanthus sinensis</i> 'atropurpurea')	POOR	FAIR	GOOD	EXCELLENT
Walker's Low Catmint ( <i>Nepeta x 'Walker's Low'</i> )	POOR	FAIR	GOOD	EXCELLENT
Goldsturm Rudbeckia ( <i>Rudbeckia</i> 'Goldsturm')	POOR	FAIR	GOOD	EXCELLENT

The Blues Bluestem ( <i>Schizachrium scoparium</i> 'The Blues')	POOR	FAIR	GOOD	EXCELLENT
Russian Sage ( <i>Pervovskia atriplicifolia</i> )	POOR	FAIR	GOOD	EXCELLENT
Woods Purple Aster ( <i>Aster</i> 'Woods Purple')	POOR	FAIR	GOOD	EXCELLENT

3. Current soil moisture? SATURATED MOIST DRY DROUGHT

4. Landscape maintenance work needing to be done:

Removal of volunteer trees, weedy grasses and/or weedy broad leaves? YES NO

Application of pre-emergent herbicide for weed control YES NO

Name of chemical(s) applied: \_\_\_\_\_

Application of post emergent herbicide for weed control? YES NO

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

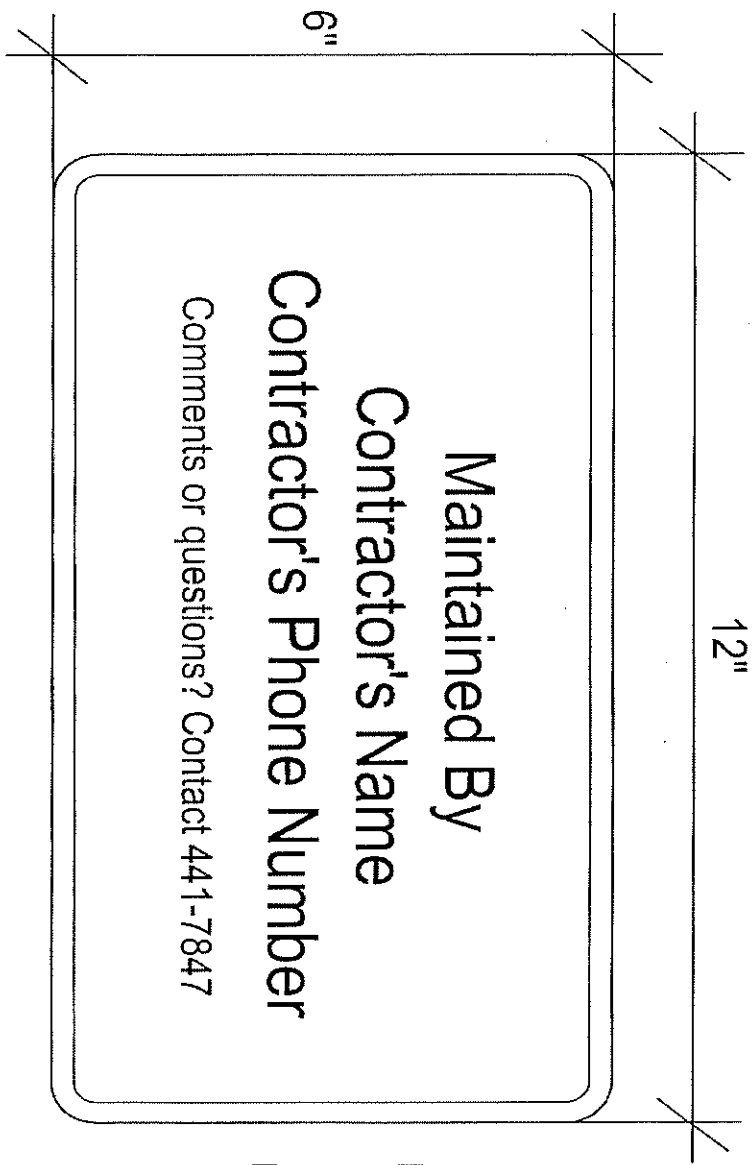
5. Describe in detail any landscape maintenance work done since last inspection (Use back of this sheet).

6. Insect, disease and/or animal damage observed? YES NO

PLANT NAME	INSECT	DISEASE	ANIMAL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contractor to do inspections on the 1st and 3rd Tuesday of each month while under contract with the City unless otherwise scheduled by City. Completed inspection reports must be received by the City of Lincoln Parks Department by fax (441-8706) or mailed (City of Lincoln Parks Department, 2740 "A" Street, Lincoln, NE 68502) within two (2) days from the date of the inspection .

APPENDIX 4  
CONTRACTOR SIGN DETAIL  
(2 SIGNS PROVIDED BY CONTRACTOR)



- Aluminum: .080 gauge
- Background Color: Dark Green
- Text Color: White
- Border Color: White
- Font Style: Arial